

CORRESPONDENT BANKING AGREEMENT

Template for NVC Fund Holdings Trust & MainStreet Bank Partnership

This Correspondent Banking Agreement ("Agreement") is entered into as of [DATE], by and between:

NVC FUND HOLDINGS TRUST ("NVC" or "Respondent Bank"), a Common Law Business Trust governed by American Common Law and the Uniform Commercial Code adopted by the City of Washington, District of Columbia (Section 28:1-105), operating NVC Fund Bank with global banking operations and blockchain settlement infrastructure; and

MAINSTREET BANK ("MainStreet" or "Correspondent Bank"), a Virginia state-chartered bank headquartered at 10089 Fairfax Boulevard, Fairfax, Virginia 22030, FDIC Certificate #34776, NMLS# 416495.

WHEREAS, the parties desire to establish a correspondent banking relationship to facilitate payment processing, settlement services, and mutual business development;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein, the parties agree as follows:

ARTICLE 1: DEFINITIONS

1.1 "Nostro Account" means An account maintained by NVC at MainStreet Bank for the purpose of processing USD transactions.

1.2 "Vostro Account" means An account maintained by MainStreet at NVC Fund Bank for settlement purposes.

1.3 "NVCT" means NVC Token, a USD-pegged stablecoin issued by NVC on Base Mainnet blockchain.

1.4 "Settlement" means The final and irrevocable transfer of funds between the parties.

1.5 "Business Day" means Any day on which both MainStreet Bank and Federal Reserve Banks are open for business.

1.6 "SWIFT" means Society for Worldwide Interbank Financial Telecommunication messaging network.

ARTICLE 2: ACCOUNT ESTABLISHMENT

2.1 Nostro Account

MainStreet Bank shall establish and maintain a demand deposit account (Nostro Account) in the name of NVC Fund Holdings Trust for the purpose of receiving and disbursing USD funds. Account details:

Account Holder:	NVC Fund Holdings Trust
Account Type:	Commercial Demand Deposit
Currency:	United States Dollars (USD)
Routing Number:	056009246
SWIFT/BIC:	MSTBUS32
Correspondent:	Community Bankers Trust (COMHUS33)

2.2 Minimum Balance

NVC shall maintain a minimum average monthly balance of [AMOUNT] in the Nostro Account. Failure to maintain the minimum balance may result in service fees as specified in Schedule A.

2.3 Interest

The Nostro Account shall bear interest at a rate of [RATE]% per annum, calculated daily and credited monthly. Interest rates are subject to periodic review and adjustment.

ARTICLE 3: CORRESPONDENT BANKING SERVICES

3.1 Wire Transfer Services

MainStreet Bank shall provide the following wire transfer services:

- (a) Domestic wire transfers via Fedwire Funds Service
- (b) International wire transfers via SWIFT network
- (c) Same-day ACH origination and receipt
- (d) Real-Time Payments (RTP) processing

3.2 SWIFT Messaging

MainStreet Bank shall send and receive SWIFT messages on behalf of NVC using BIC code MSTBUS32. For incoming international wires, correspondent bank code COMHUS33 shall be used with MainStreet's routing number 056009246.

3.3 Treasury Management

MainStreet Bank shall provide access to treasury management services including:

- (a) ICS (Insured Cash Sweep) for extended FDIC coverage
- (b) CDARS (Certificate of Deposit Account Registry Service)
- (c) Online banking and reporting portal
- (d) Positive pay and fraud prevention services

ARTICLE 4: FEES AND COMPENSATION

4.1 Service Fees

Fees for services provided under this Agreement are set forth in Schedule A attached hereto. MainStreet Bank may modify fees upon thirty (30) days written notice.

Service	Fee
Domestic Wire (Outgoing)	[\$XX]
Domestic Wire (Incoming)	[\$XX]
International Wire (Outgoing)	[\$XX]
International Wire (Incoming)	[\$XX]
ACH Origination (per batch)	[\$XX]
Monthly Maintenance	[\$XX]
SWIFT Message	[\$XX]

ARTICLE 5: REGULATORY COMPLIANCE

5.1 AML/BSA Compliance

Both parties shall maintain robust Anti-Money Laundering (AML) and Bank Secrecy Act (BSA) compliance programs. Each party shall:

- (a) Conduct appropriate due diligence on counterparties and transactions
- (b) Maintain records as required by applicable law
- (c) Report suspicious activities in accordance with regulatory requirements
- (d) Screen transactions against OFAC and other sanctions lists

5.2 KYC Requirements

NVC shall provide MainStreet Bank with all documentation required for Know Your Customer (KYC) compliance, including but not limited to: organizational documents, beneficial ownership information, financial statements, and authorized signatory lists.

ARTICLE 6: TERM AND TERMINATION

6.1 Term

This Agreement shall commence on the Effective Date and continue for an initial term of [X] years, automatically renewing for successive one-year periods unless terminated in accordance with this Article.

6.2 Termination

Either party may terminate this Agreement upon ninety (90) days written notice. MainStreet Bank may terminate immediately if NVC breaches any material term or if continued service would violate applicable law or regulations.

ARTICLE 7: CONFIDENTIALITY

Each party shall maintain the confidentiality of all non-public information received from the other party in connection with this Agreement. This obligation shall survive termination of this Agreement for a period of five (5) years.

ARTICLE 8: LIMITATION OF LIABILITY

Neither party shall be liable to the other for any indirect, incidental, consequential, or punitive damages arising from this Agreement, except in cases of gross negligence or willful misconduct. MainStreet Bank's liability for any direct damages shall not exceed the fees paid by NVC in the twelve (12) months preceding the claim.

ARTICLE 9: GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia and applicable federal banking laws. Any disputes shall be resolved through binding arbitration in Fairfax County, Virginia.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

NVC FUND HOLDINGS TRUST

MAINSTREET BANK

Authorized Signatory

Abdul Hersiburane, President

Date: _____

Date: _____